

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JANE DOE,

Plaintiff,

-against-

**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISCONTINUANCE**

THE CITY OF NEW YORK; NEW YORK CITY POLICE
DEPARTMENT ("NYPD") OFFICER KATHERINE PAEZ;
NYPD OFFICER "JOHN" SWIFT (SHIELD # 10566);
NYPD OFFICER "JOHN" CASTILLO; NYPD OFFICER
"JOHN" STALIKAS; NYPD SERGEANT "JOHN" COCA;
AND NYPD OFFICERS JOHN DOES #1-10,

18-cv-11414 (AKH)(HP)

Defendants.

WHEREAS plaintiff Jane Doe commenced this action by filing a complaint on or about December 6, 2018, alleging that defendants violated plaintiff's federal civil rights and New York law;

WHEREAS defendants have denied any and all liability or wrongdoing arising out of plaintiff's allegations, and nothing in this stipulation shall be deemed an admission of any fault or liability by any defendant;

WHEREAS the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS plaintiff has authorized her counsel to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is dismissed with prejudice and without costs, expenses, or attorneys' fees except as specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff Jane Doe the sum of SIX HUNDRED TEN THOUSAND DOLLARS AND ZERO CENTS (\$610,000.00) in full satisfaction of all claims that were or could have been raised in this action, including claims for costs, expenses and attorneys' fees incurred in connection with this action. The check shall be mailed to plaintiff's counsel, Katherine Rosenfeld, at Emery Celli Brinckerhoff & Abady LLP, located at 600 Fifth Avenue, 10th Floor, New York, New York 10020.

3. In consideration for the payment of the sums set forth in paragraph "2", plaintiff agrees to dismissal of all the claims against defendants and to release defendants City of New York, Police Officer (P.O.) Katherine Paez; P.O. Ryan Swift (sued as "NYPD Officer 'John' Swift"); P.O. Alejandriana Castillo (sued as "NYPD Officer 'John' Castillo"), P.O. James Stalikas (sued as "NYPD Officer 'John' Stalikas"); Sergeant Claudio Coca (sued as "NYPD Sergeant 'John' Coca"); their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, the New York City Police Department, or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action, from the beginning of the world to the date on the General Release in this action, whether known or unknown, that plaintiff raised or could have raised in the Complaint in this action, including all claims for costs, expenses and fees incurred in connection with this action.

4. Plaintiff shall be responsible for the payment of any federal, state and/or local taxes on the payment specified in paragraph "2" above.

5. Plaintiff shall execute and deliver to the City of New York's undersigned attorney all documents necessary to effect this settlement, including, without limitation, (i) releases based on the terms of paragraph "2" and "3", and (ii) a substitute W-9. Plaintiff shall also execute and deliver an Affidavit of Status of Liens to the City of New York's undersigned attorney. The payment set forth in paragraph "2" is subject to and conditioned on delivery of all such documents to the City of New York's undersigned attorney.

6. Nothing contained in this Stipulation and Order of Settlement and Discontinuance ("Stipulation") shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules or regulations of any department or subdivision of the City of New York. This Stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except to enforce the terms of this Stipulation.

7. Nothing contained in this Stipulation shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

8. This Stipulation contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
JULY 1, 2019

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Mark Toews
Carolyn Kruk
Assistant Corporation Counsel

SO ORDERED:

HON. ALVIN K. HELLERSTEIN
U.S.D.J.